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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 7th November, 2025

No. 563940-HII(2)-2025/17549.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **42/2024 dated 17.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULDEEP SINGH S/O SH. KEDAR SINGH R/O BHANDARI NIWAS, CEMETERY, SANJAULI, SIMLA (H.P.). (WORKMAN)

AND

1. RELIANCE NIPPON LIFE INSURANCE COMPANY LTD. (EARLIER RELIANCE LIFE INSURANCE COMPANY LTD.) THROUGH ITS PRINCIPAL OFFICER HAVING ITS BRANCH OFFICE AT SCO NO. 147-148, MADHYA MARG, SECTOR 9-C, CHANDIGARH.

2. RELIANCE NIPPON LIFE INSURANCE COMPANY LTD. (EARLIER RELIANCE LIFE INSURANCE COMPANY LTD.) THROUGH ITS PRINCIPAL OFFICER, HEAD OFFICE AT 801-805, 8TH FLOOR, NARAIN MANZIL, 23 BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI. (MANAGEMENT)

AWARD

1. Workman Kuldeep Singh has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

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2. Briefly stated, the applicant-workman was working with respondent-management at Chandigarh. He was appointed in Sales Team vide appointment letter dated 08.01.2014 at a consolidated salary of `2,40,000/- per annum. He was given the job of sales in the field. The workman successfully performed his

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duties with great dedication, punctuality and honesty and on the basis of his conduct and performance,he was regularised after six months.

3. The applicant-workman stated that on 15.10.2024,his services were terminated by the management in an unceremonious, illegal manner without serving any notice, show cause notice, charge sheet or inquiry and payment of any notice pay or retrenchment compensation. It is stated that he had worked for 240 days in a year preceding his illegal termination. He is a poor person and his family is fully dependent on the wages he earned. Since the date of termination, he was searching for job but to no avail. The workman on apprehension of termination filed Civil Suit on 10.10.2014 seeking injunction that he may not be terminated. However, the management illegally terminated the workman without serving any notice, show cause notice, charge sheet, inquiry or payment of notice pay or retrenchment compensation. The civil suit became infructuous and on 18.05.2018, the same was dismissed with a liberty to approach appropriate Court. It is stated that the management has terminated the services of the workman on 15.10.2014 and at the time of termination, he was neither offered nor paid any financial benefits or assured re-employment. The termination of the workman is in violation of all mandatory provisions of the ID Act. It is stated that the workman has been condemned unheard and the management has violated Section 25F, 25G, 25H & 25N of the ID Act. It is prayed that termination order may be set aside and the workman may be reinstated into service with continuity of service and payment of full back wages or in alternate to compensate the workman as per Rules applicable as the Court deems fit.

4. The respondents-management No.1 & 2 did not appear despite publication in the Newspaper "The Indian Express" and the respondent-management No.1 & 2 were proceeded against ex-parte vide order dated 28.01.2025. Thereafter, in ex-parte evidence, the applicant-workman appeared as AW1 and tendered in evidence his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence documents -

Copy of appointment letter dated 08.01.2014	**Exhibit 'W1'**
Copy of termination letter dated 15.10.2014	**Exhibit 'W2'**
Downloaded copy of order dated 18.05.2018 passed by Civil Judge, Junior Division, Chandigarh	**Exhibit 'W3'**
Copy of failure report bearing Memo No.3766 dated 11.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.	**Exhibit 'W4'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

5. I have heard the arguments addressed by Learned Representative for the workman and gone through the case file carefully with his able assistance.

6. Learned Representative for the workman submitted that the workman was condemned unheard and his services were terminated without any cogent reason and complying with the principles of natural justice, though the workman has performed his duty with great deduction, punctuality and honesty. He prayed that termination may be set aside.

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7. The workman while appearing in witness box as AW1 deposed that the respondent-management is an 'industry' as defined under Section 2(j) of the ID Act. The workman was appointed in Sales Team for Chandigarh by the respondents vide appointment letter dated 08.01.2014 at a consolidated salary of ` 2,40,000/- per annum. He was given the job of sales in the field and he successfully performed his duties. The management was satisfied with his work. He has been continuously working with the management in Sales w.e.f. 14.01.2014. However, his services were terminated illegally by the respondent on 15.10.2014 in an illegal manner without serving any notice. He deposed that he had worked for more than 240 days in a year prior to his illegal termination and that too during pendency of civil suit. He testified that on apprehension of termination, he knocked the doors of Civil Court and filed civil suit so that he could not be terminated. However, the management illegally terminated his services on 15.10.2014 during the pendency of civil suit without serving any notice, show cause notice and retrenchment compensation. The civil suit became infructuous. The suit was dismissed with liberty to approach the appropriate Court. It is stated that at the time of termination of his services, he was neither offered nor paid any financial benefits. He initiated conciliation proceedings and issued demand notice 10.08.2018 but the conciliation proceedings failed on 11.09.2019.

8. Learned Representative for the workman submitted that the workman was appointed on 08.01.2014 as Sales Manager on consolidated salary of ` 2,40,000/- per annum. The appointment letter dated 08.01.2014 (Exhibit 'W1') has been issued in favour of the workman and it mentions the designation of the workman as 'Sales Manager' with CTC @ ` 2,40,000/- per annum. It is further provided that the workman was under probation for a period of six months and his performance would be reviewed on a monthly basis.

9. Learned Representative for the workman submitted that the workman had performed the duties to the satisfaction of the respondent-management No.1. His services were terminated illegally on 15.10.2014. Termination letter (Exhibit 'W2') has been issued in favour of the workman which mentions that the performance of the workman was below par and the same was informed to him through review letters / performance improvement plan which was duly signed & accepted. He was given sufficient time, opportunity and feedback to improve his performance. It further mentions that it was observed that the he was not able to perform as per the requirement or standard of the company and management came to the conclusion that his conduct will be prejudicial to the employment contract and his services were terminated with immediate effect.

10. It transpires from the record that the workman had approached the Civil Court on 13.10.2014 and filed the civil suit against the respondents-management claiming relief for permanent injunction restraining the workman from forcibly terminating the plaintiff except in due course of law. The workman has placed on record the copy of judgment of Learned Civil Court dated 18.05.2018 (Exhibit 'W3'). Perusal of the said judgment reveals that the defendants in their written statement had admitted that the plaintiff was employee of Reliance Life Insurance Company Limited subject to terms of appointment letter but he was not performing his duties properly and he was very poor in his performance. It was submitted that the plaintiff was not meeting his job goals and was issued review letters / performance improvement letters despite that he had not shown any improvement. Hence, the services of the plaintiff were terminated vide letter dated 15.10.2014. The Learned Civil Court dismissed the suit of the plaintiff, being not maintainable and a liberty was granted to him to file an appropriate fresh civil suit with an appropriate relief regarding challenging the validity of termination by the defendants, if so desired.

11. As per record, the workman filed a demand notice before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh which was received in its office on 26.09.2018

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but no amicable settlement was possible during the course of conciliation and the demand notice remained un-settled at the level of the Assistant Labour Commissioner-cum-Conciliation Officer (Exhibit 'W4'). Report of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh (Exhibit 'W4') was issued on 11.09.2019 and thereafter the workman filed the claim statementin hand before the Labour Court on 23.07.2024. The claim statement itself mentions that conciliation proceedings have failed on 11.09.2019. There is no explanation regarding delay of approximately more than four years in approaching this Court / Tribunal, not to talk of satisfactory explanation. There is nothing on record to show that after the report of the Conciliation Officer, the workman approached the management and there were discussions between the parties from to time to settle the matter amicably. The workman has not pleaded that the management has given assurance to the effect that he would be taken back in service and because of that raising he did not immediately raise the dispute by approaching this Court / Tribunal. The dispute before this Court / Tribunal has been raised belatedly and delay & latches remained unexplained. Reference is also made to Section 2A(3) of the ID Act in that regard which provides that the application referred to sub-section (2) shall be made to the Labour Court before the expiry of three years from the date of discharge, dismissal or retrenchment otherwise termination of services as specific in sub-section (1). Section 2A(3) of the ID Act states a three years limitation period for the workman from the date of discharge, dismissal, retrenchment or termination and delay beyond this period can bar the workman's claim though the period can be extended, if the workman can show sufficient cause for delay. In case in hand, the claim statement as well as the testimony of AW1 is silent on this aspect. No reason has been cited for the delay in approaching the Labour Court. As such, it raises a presumption that at the time when the workman has raised the dispute before this Court, it had become stale and was not an existing dispute. Accordingly, the industrial dispute in hand stands declined being not maintainable and the workman is not entitled to any relief as claimed for by him. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 17th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 7th November, 2025

No. 563939-HII(2)-2025/17551.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **43/2024 dated 17.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARJINDER SINGH S/O SH. NIKKA SINGH, R/O P.O. BARI JHALLIAN, RUPNAGAR, PUNJAB. (WORKMAN)

AND

1. RELIANCE NIPPON LIFE INSURANCE COMPANY LTD. (EARLIER RELIANCE LIFE INSURANCE COMPANY LTD.) THROUGH ITS PRINCIPAL OFFICER HAVING ITS BRANCH OFFICE AT SCO NO. 147-148, MADHYA MARG, SECTOR 9-C, CHANDIGARH.

2. RELIANCE NIPPON LIFE INSURANCE COMPANY LTD. (EARLIER RELIANCE LIFE INSURANCE COMPANY LTD.) THROUGH ITS PRINCIPAL OFFICER, HEAD OFFICE AT 801-805, 8th FLOOR, NARAIN MANZIL, 23 BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI. (MANAGEMENT)

AWARD

1. Workman Harjinder Singh has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the applicant-workman was working with respondent-management at Chandigarh. He was appointed in Sales Team vide appointment letter dated 21.01.2014 at a consolidated salary of `2,40,000/- per annum. He was given the job of sales in the field. The workman successfully performed his duties with great dedication, punctuality and honesty and on the basis of his conduct and performance,he was regularisedafter six months.

3. The applicant-workman stated that on 17.10.2024,his services were terminated by the management in an unceremonious, illegal manner without serving any notice, show cause notice, charge sheet or inquiry and payment of any notice pay or retrenchment compensation. It is stated that he had worked for 240 days in a year preceding his illegal termination. He is a poor person and his family is fully dependent on the wages he earned. Since the date of termination, he was searching for job but to no avail. The workman on apprehension of termination filed Civil Suit on 10.10.2014 seeking injunction that he may not be terminated. However, the management illegally terminated the workman without serving any notice, show cause notice, charge sheet, inquiry or payment of notice pay or retrenchment compensation. The civil suit became infructuous and on 18.05.2018, the same was dismissed with a liberty to approach appropriate Court. It is stated that the management has terminated the services of the workman on 15.10.2014 and at the time of termination, he was neither offered nor paid any financial benefits or assured re-employment. The termination of the workman is in violation of all mandatory provisions of the ID Act. It is stated that the workman has been condemned unheard and the management has violated Section 25F, 25G, 25H & 25N of the ID Act. It is prayed that termination order may be set aside and the workman may be reinstated into service with continuity of service and payment of full back wages or in alternate to compensate the workman as per Rules applicable as the Court deems fit.

4. The respondents-management No.1 & 2 did not appear despite publication in the Newspaper "The Indian Express" and the respondent-management No.1 & 2 were proceeded against ex-parte vide order

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dated 28.01.2025. Thereafter, in ex-parte evidence, the applicant-workman appeared as AW1 and tendered in evidence his duly sworn-in affidavit Exhibit 'AW1/A' . He also tendered into evidence documents –

Copy of appointment letter dated 21.01.2014	**Exhibit 'W1'**
Copy of termination letter dated 15.10.2014	**Exhibit 'W2'**
Downloaded copy of order dated 18.05.2018 passed by Civil Judge, Junior Division, Chandigarh	**Exhibit 'W3'**
Copy of failure report bearing Memo No.3781 dated 11.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.	**Exhibit 'W4'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

5. I have heard the arguments addressed by Learned Representative for the workman and gone through the case file carefully with his able assistance.

6. Learned Representative for the workman submitted that the workman was condemned unheard and his services were terminated without any cogent reason and complying with the principles of natural justice, though the workman has performed his duty with great deduction, punctuality and honesty. He prayed that termination may be set aside.

7. The workman while appearing in witness box as AW1 deposed that the respondent-management is an 'industry' as defined under Section 2(j) of the ID Act. The workman was appointed in Sales Team for Chandigarh by the respondents vide appointment letter dated 08.01.2014 at a consolidated salary of ` 2,40,000/- per annum. He was given the job of sales in the field and he successfully performed his duties. The management was satisfied with his work. He has been continuously working with the management in Sales w.e.f. 14.01.2014. However, his services were terminated illegally by the respondent on 15.10.2014 in an illegal manner without serving any notice. He deposed that he had worked for more than 240 days in a year prior to his illegal termination and that too during pendency of civil suit. He testified that on apprehension of termination, he knocked the doors of Civil Court and filed civil suit so that he could not be terminated. However, the management illegally terminated his services on 15.10.2014 during the pendency of civil suit without serving any notice, show cause notice and retrenchment compensation The civil suit became infructuous. The suit was dismissed with liberty to approach the appropriate Court. It is stated that at the time of termination of his services, he was neither offered nor paid any financial benefits. He initiated conciliation proceedings and issued demand notice 10.08.2018 but the conciliation proceedings failed on 11.09.2019.

8. Learned Representative for the workman submitted that the workman was appointed on 08.01.2014 as Sales Manager on consolidated salary of ` 2,40,000/- per annum. The appointment letter dated 21.01.2014 (Exhibit 'W1' ) has been issued in favour of the workman and it mentions the designation of the workman as 'Sales Manager' with CTC @ ` 2,40,000/- per annum. It is further provided that the workman was under probation for a period of six months and his performance would be reviewed on a monthly basis.

9. Learned Representative for the workman submitted that the workman had performed the duties to the satisfaction of the respondent-management No.1. His services were terminated illegally on 15.10.2014. Termination letter (Exhibit 'W2') has been issued in favour of the workman which mentions that the performance of the workman was below par and the same was informed to him through review letters / performance improvement plan which was duly signed & accepted. He was given sufficient time, opportunity and feedback

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to improve his performance. It further mentions that it was observed that he was not able to perform as per the requirement or standard of the company and management came to the conclusion that his conduct will be prejudicial to the employment contract and his services were terminated with immediate effect.

10. It transpires from the record that the workman had approached the Civil Court on 13.10.2014 and filed the civil suit against the respondents-management claiming relief for permanent injunction restraining the workman from forcibly terminating the plaintiff except in due course of law. The workman has placed on record the copy of judgment of Learned Civil Court dated 18.05.2018 (Exhibit 'W3'). Perusal of the said judgment reveal that the defendants in their written statement had admitted that the plaintiff was employee of Reliance Life Insurance Company Limited subject to terms of appointment letter but he was not performing his duties properly and he was very poor in his performance. It was submitted that the plaintiff was not meeting his job goals and was issued review letters / performance improvement letters despite that he had not shown any improvement. Hence, the services of the plaintiff were terminated vide letter dated 15.10.2014. The Learned Civil Court dismissed the suit of the plaintiff, being not maintainable and a liberty was granted to him to file an appropriate fresh civil suit with an appropriate relief regarding challenging the validity of termination by the defendants, if so desired.

11. As per record, the workman filed a demand notice before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh which was received in its office on 26.09.2018 but no amicable settlement was possible during the course of conciliation and the demand notice remained un-settled at the level of the Assistant Labour Commissioner-cum-Conciliation Officer (Exhibit 'W4'). Report of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh (Exhibit 'W4') was issued on 11.09.2019 and thereafter the workman filed the claim statement in hand before the Labour Court on 23.07.2024. The claim statement itself mentions that conciliation proceedings have failed on 11.09.2019. There is no explanation regarding delay of approximately more than four years in approaching this Court / Tribunal, not to talk of satisfactory explanation. There is nothing on record to show that after the report of the Conciliation Officer, the workman approached the management and there were discussions between the parties from to time to settle the matter amicably. The workman has not pleaded that the management has given assurance to the effect that he would be taken back in service and because of that raising, he did not immediately raise the dispute by approaching this Court / Tribunal. The dispute before this Court / Tribunal has been raised belatedly and delay & latches remained unexplained. Reference is also made to Section 2A(3) of the ID Act in that regard which provides that the application referred to sub-section (2) shall be made to the Labour Court before the expiry of three years from the date of discharge, dismissal or retrenchment otherwise termination of services as specific in sub-section (1). Section 2A(3) of the ID Act states a three years limitation period for the workman from the date of discharge, dismissal, retrenchment or termination and delay beyond this period can bar the workman s claim though the period can be extended, if the workman can show sufficient cause for delay. In case in hand, the claim statement as well as the testimony of AW1 is silent on this aspect. No reason has been cited for the delay in approaching the Labour Court. As such, it raises a presumption that at the time when the workman has raised the dispute before this Court, it had become stale and was not an existing dispute. Accordingly, the industrial dispute in hand stands declined being not maintainable and the workman is not entitled to any relief as claimed for by him. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 17th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 7th November, 2025

No. 563937-HII(2)-2025/17547.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **76/2023 dated 16.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUNITA AGED 52 YEARS W/O SH. SUBHASH R/O HOUSE NO. 891, PHASE - 1, RAMDARBAR, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S AKSHAT ASSOCIATES (THROUGH ITS MANAGING DIRECTOR NAMELY SONU GAHLOT), GOVERNMENT CONTRACTOR, HOUSE NO. 1136, PHASE - I, RAMDARBAR, U.T. CHANDIGARH.

2. THE PUNJAB ENERGY DEVELOPMENT AGENCY (PEDA) THROUGH ITS CHIEF EXECUTIVE OFFICER, PLOT NO.1 & 2, SECTOR 33, U.T. CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Sunita has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the case of the workman is that she was appointed and deployed as Sweeper and her last drawn wages were ` 7,000/- per month. She was performing the duties of Sweeper and therefore, falls within the definition of 'workman' under Section 2(s) of the ID Act. The workman submitted that she performed her duties to the entire satisfaction of respondent No.1 under its supervision. The officials of respondent No.2 used to mark the presence of all the workers. It is stated that on 10.11.2021, at about 8:00 A.M. she reached her working place and while working in the kitchen, a big kettle full of boiling water fell down on the floor and splashed the hot water upon her legs. She cried loudly in excruciating pain and on hearing her cries, the Security Guard came to her. Someone informed the police and immediately the police came to the spot. The respondents requested the workman not to file any complaint against them and they assured her that they will bear all the medical expenses of her treatment. The workman was rushed to the Civil Dispensary, Sector 45, Chandigarh where she received first aid. The workman was referred to GMCH, Sector 32, Chandigarh, where she received treatment. It is stated that after discharge from the hospital, she was directed bythe Doctor to get regular dressing of her injured legs and the Private Doctor used to charge ` 500/- per visit. The Doctors also prescribed medicines for pain killer as well as treatment for burnt legs and she remained hospitalized in PGI for five days. The workman is still taking regular treatment as some liquid *'pus'* is flowing from her legs. Her injuries remained critical for three to four months. She contacted the respondentsmultiple times to provide her salary, medical expenses and compensation but the respondents refused to pay the

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same. She has spent ` 55,000/- plus expenses on dressing on injuries amounting to ` 500/- on daily basis for a period of three months amounting to ` 45,000/- in total. The respondent had stopped paying her salary since December, 2021 onwards. She was refused work and salary by the respondent No.1 & 2 without issuing any notice which amounts to retrenchment under Section 2(oo) of the ID Act. She had continuously and without any interruption worked for ten months i.e. 304 days and she also used to work for extra hours whenever there was shortage of staff in the establishment. The respondents have violated the provisions of the principle of natural justice. She served the demand notice upon the respondents-management No.1 & 2 but no amicable settlement could be made possible within stipulated period for conciliation of dispute. It is stated that at the time of termination of her services, neither post held by her was abolished nor the work of the said post was receded and therefore, actionof respondents-management terminating her services amounts to unfair labour practice under Section 25T of the ID Act. It is stated that the workman is not gainfully employed from the date of her termination of services and she has been facing financial hardship and it is prayed that the workman may be reinstated with continuity of service and full back wages i.e. ` 7,000/- per month with interest at the rate 18% from date of termination till the date of realisation. Further, she may be awarded ` 3,00,000/- as compensation on account of mental & physical harassment besides compensation to ` 1,50,000/- on account of medical expenses incurred. Hence, the claim statement.

3. The respondent-management No.1 contested thecase of the workman and filed written reply to the claim statement admitting that she was appointed as Sweeper on contractual basis with respondent-management No.2 and her salary was fixed ` 7,000/- per month. It is stated that the claim statement is liable to be dismissedas the main motive of the workman is to extract money from the respondent-management No.1. It is stated that respondent-management No.1 was doing the business of supply of manpower and respondent-management No.1 has contract with respondent-management No.2 to supply the manpower and under that contract-agreement, the workman was appointed to work with respondent-management No.2 as Sweeper. It is stated that the workman was assigned the work of Sweeper and as such, she has no need to go in the kitchen for any work because a person was already employed in the kitchen. At the time of alleged occurrence, office was not open. The workman has concocted a false story. Further,all possible medical facility was provided to the workman and all the medical expenses of the treatment were incurred. Her proper treatment was going on at PGIMER, Chandigarh and there was no need to approach the private Doctor for any treatment. It is stated that the respondent-management No.1 till date had provided all medical aid and treatment to the workman. Respondent-management No.1 gave cash payment to the husband of the workman as & when demanded by her husband. The workman is claiming false amount from the respondent-management No.1. Further, she has worked only for two months and during that period, she got burns, for which proper treatment was provided to her. It is stated that work assigned to her was never done by her rather she started doing kitchen work which wasnot permissible. She was assigned the work of cleaning and sweeping outside the premises and there wereemployees in the kitchen and other places assigned by respondent-management No.2. In case she required boiled water, then she could have askedthe relevant / assigned employee but she did not do so. As such,version stated by her is false & frivolous. A prayer was made for dismissal of the claim statement.

4. Respondent-management No.2 filed separate written statement wherein it is stated that the workman has presented a misleading and incorrect factual position.Further statement of claim is not maintainable as the answering respondent-management is a Nodal Agency of the Government of Punjab working towards promotion of new and renewable energy in the State of Punjab. The answering respondent does not fall within the definition of 'industry' as defined under Section 2(j) of the ID Act. Further, there exists no employer-employee relationship between the workman and answering respondent-management. The answering respondent-management invited tender for annual mechanised cleaning of Punjab Energy Development Agency's Solar

Passive Complex. Respondent-management No.1 applied for the same vide letter dated 18.02.2014.The answering respondent-management allotted the tender to respondent-management No.1. As per Clause 33 of the detailed notice inviting tender, in case the contractor's employee suffered from any type of injury / casualty while performing duty in PEDAcomplex, the contractor shall be wholly and solely responsible to bear any claim of the employee and PEDA shall not be responsible at any level. It is stated that claim is liable to be dismissed qua the answering respondent.It is stated that the answering respondent-managementwas not paying any salary or remuneration to the employees and the same was the responsibility of respondent No.1. The answering respondent-management had neither appointed the workman nor dismissed or terminated her services. The demand notice dated 02.06.2022 issued to the respondent makes it clear that the workman was appointed by the respondent-management No.1. The answering respondent replied to the demand notice vide letter dated 22.06.2022 whereby all liability on part of the answering respondent-management was denied. A prayer was made for dismissal of the claim statement.

5. The workman filed replication to the written statement filed by respondent-management No.1 wherein she reiterated the contents of the claim statement and denied the averments made by the respondent-management in its written statement.

6. From the pleadings of the parties, following issues were framed vide order dated 30.07.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and to what relief he is entitled to ?OPW

2. Whether the workman is entitled to recover compensation from the management, as prayed for ?OPW

3. Whether is no employer-employee relationship between management No.2 and workman ? OPM (management No.2)

4. Whether the workman has not approached the Court with clean hands and concealed the material facts ? OPM (management No.1 & 2)

5. Whether the claim statement is not maintainable in the present form ? OPM (management No.2)

6. Relief.

7. Thereafter, the matter was fixed for evidence of the workman. On 14.01.2025, none appeared on behalf of the respondent-management No.2. Respondent No.2 was proceeded against ex-parte vide order dated 14.01.2025. Thereafter on 05.03.2025 none appeared on behalf of the respondent No.1 and respondent No.1 was also proceeded against ex-parte.

8. In evidence of the workman, workman herself appeared as AW1 and tendered into evidence her affidavit Exhibit 'AW1/A'. She also tendered into evidence copies of documents :-

Discharge & follow-up card of PGIMER, Chandigarh bearing date of admission dated 16.11.2021 and date of discharge dated 19.11.2021 along with prescription	**Exhibit 'W1'**

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Medical bill invoice dated 12.11.2021, 19.11.2021, 19.11.2021, 21.11.2021, 25.11.2021, 25.11.2021, 29.11.2021, 06.12.2021, 13.12.2021, 14.12.2021, 21.12.2021 and 05.03.2022	**Exhibit 'W2' (colly.)**
Failure report bearing Memo No.3050 dated 26.12.2022 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W3'**
Certificate under Section 63 of BSA in support of photographs	**Exhibit 'W4'**

Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

9. I have heard the arguments addressed by Learned Representative for the workman and gone through the case file carefully with his able assistance. My issue-wise findings are as under :-

Issue No. 1 -

10. The workman is required to prove the said issue.

11. Learned Representative for the workman submitted that the workman was appointed on contract basis as Sweeper on monthly wages of ` 7,000/-. On 10.11.2021, while working in the kitchen a big kettle full of boiling water kept in kitchen fell down on the floor and splashed the hot water upon the legs of the workman. She got first aid from Civil Disciplinary, Sector 45, Chandigarh and referred to GMCH, Sector 32, Chandigarh and then to PGIMER. He argued that the respondents-management stopped paying her salary from December, 2021 onwards and she was refused work without assigning reason or notice which amounts to retrenchment. He submitted that the workman had worked continuously and uninterruptedly for ten monthsand performed her duties to the entire satisfaction of respondents-management No.1 & 2. While appearing as AW1, vide Exhibit 'AW1/A, she deposed in consonance with the facts averred in the claim statement. He submitted that she was appointed and deployed as a Sweeper on wages of ` 7,000/- per month as such she falls within the definition of 'workman' under Section 2(s) of the ID Act. Vide her affidavit Exhibit 'AW1/A' she deposed that she worked continuously and without any interruption for ten months i.e. 304 days and performed her duties to the entire satisfaction of respondent-management No.1& 2.

12. The respondent-management No.1 in its written statement has admitted the fact that she was appointed as Sweeper with respondent-management No.2 on contractual basis and her salary was fixed ` 7,000/- per month. The respondent-management No.2 in its written statement has stated that respondent-management No.2 has invited tenders for annual mechanised cleaning of complex. Respondent No.1 applied for the same and on 18.02.2014 respondent No.1 was allotted the tender. The respondent No.1 in its written reply stated that the workman had worked for two months and during that period, she got burnt for which medical treatment was provided to her. The workman in her pleadings nowhere mentioned the date of appointment / joining of service with respondent No.2. She has stated in her statement of claim that she had worked for ten months with respondent No.1. The respondent-management No.1 has denied the said fact and submitted that the workman had worked only for two months and further she may be put to strict proof regarding her working for 304 days with respondent No.2. The workman in her replication has denied the said fact but the replication is silent qua her date of appointment and joining of her services as Sweeper with the respondents-management. She even failed to depose regarding the said fact while appearing in the witness box as AW1. Onus to prove that she had worked for 304 days laid heavily upon her. However, she has not produced any

record in that regard. She has not produced on record e-pehachan card or identity card to prove her date of joining with the management. She has not produced any record or copy of statement to show that her salary was credited by the management for the period she has alleged to work with the management. No plausible explanation has been putforth by the workman for not producing the said documents. No co-worker has been examined by her in support of tenure of her work. Filing of affidavit is only a statement in her favour and that cannot be regarded as sufficient evidence to come to the conclusion that the workman had actually worked for 304 days with the respondent-management during the last ten months. As such, she has failed to prove that she had worked for requisite days in 12 calendar months preceding the date of termination. Accordingly, the said issue stands decided against the workman and in favour of the respondents-management.

Issue No. 2-

13. The workman is required to prove the said issue.

14. Learned Representative for the workman submitted that the management has not paid her the salary from December, 2021 onwards, though she had worked for ten months and performed her duties to the satisfaction of respondent-management No.1. He submitted that she is entitled to compensation on account of mental&physical harassment and medical expenses incurred by her. However, it has already been held that the workman has not been able to prove that she had worked for 240 days in twelve calendar months preceding the date of termination.Further,the workman has preferred the demand notice under Section 2A of the ID Act and compensation on account of harassment and medical expenses does not fall within the purview of scope of Section 2A of the ID Act. As such, the said issue stands decided accordingly.

Issues No. 3 to 5 -

15. The respondents-management are required to prove the said issues.

16. The respondents-management have already been proceeded against ex-parte. No evidence has been led by the respondents-management No.1 & 2. As such, the said issues stand disposed off accordingly.

Relief-

17. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. The workman is not entitled to any relief as prayed for by her. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 16th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559295-HII(2)-2025/17367.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **49/2023 dated 29.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

SHYAM BAHADUR, S/O SH. PRAGDIN, R/O H. NO. 5474/3, MODERN HOUSING COMPLEX, MANIMAJRA, CHANDIGARH. (WORKMAN)

AND

1. THE REGISTRAR, PANJAB UNIVERSITY, CHANDIGARH - 160014.
2. THE DEAN, ALUMNI RELATIONS, DEPARTMENT SOUTH CAMPUS, SECTOR 25, PANJAB UNIVERSITY, CHANDIGARH - 160014. (MANAGEMENT)

AWARD

1. Workman Shyam Bahadur, has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed as Care Taker on 06.04.2015 by respondent No.2. He was issued appointment letter on 13.04.2015. He was employed on a monthly wages of `15,003/- (DC rates) and he worked up to 04.01.2022 without any break or interruption in the services. The workman submitted that he had always performed his duties as per instructions and the wish & will of the respondents. He was working under direct control and supervision of respondent No.1 & 2. It is submitted that he reported for duty but he was refused to enter the premises by the respondents. The workman submitted that he has no fault but the respondents have verbally terminated his services without giving any prior notice to him. The respondentshave indulged in unfair labour practice and they have shown one day break in service to keep him away from the legal rights of a regular employee status. The workman is totally unemployed and he was not issued any memo or charge sheet.No inquiry was ever conducted. He requested the concerned officials to take him back on duty but the respondents did not pay heed to it. He is totally un-employed after the termination. The respondents had violated the pre-condition of Section 25F of the ID Act as well as Section 25G & 25H and other provisions of the ID Act. It is prayed that he may be reinstated in service with continuity of service, full back wages and all other applicable consequential benefits.

3. The respondent-management No.1 filed written statement submitting that the Panjab University Alumni Association is a self-sustaining association and it has got no concern with Panjab University budget. It meets its expenses from its own self-generated funds and therefore, the claim filed by the workman against respondent No.1 is not maintainable. It is submitted that the respondent No.1 has no concern with the case in hand, therefore, respondent No.1 deserves to be deleted from array of parties. A prayer was made to dismiss the claim statement qua respondent No.1.

4. Respondent No.2 filed separate written statement submitting that Panjab University Alumni Association is registered under the Societies Registration Act, which was created for the welfare of alumni of

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Panjab University. The aims and objections of the Association are detailed under Rule 3 of the Constitution of Panjab University Alumni Association, Chandigarh. The said association is not engaged in profit earning activities and it cannot be termed as 'Industry' under the provisions of Section 2(j) of the ID Act and therefore, the instant application is not maintainable. It is admitted that the applicant was selected as 'Care Taker' by the said association but his services does not qualify to be termed as 'workman' under Section 2(s) of the ID Act.

5. It is stated that the workman was appointed as Care Taker on contract days basis for 89 days on fixed wages of ` 8,587/- (DC rates) after holding an interview by the Selection Committee on 06.04.2015. The contract of the workman was extended from time to time for a period of 89 days as perhis requestand according to need and satisfactory work & conduct certified by the Controlling Officer. It is submitted that before relieving,he was drawing ` 15,003/- per month (DC rates). He was working under the control &management of Dean Alumni Relations / Secretary, Panjab University Alumni Association. The minutes of the Selection Committee dated 06.04.2015 were approved by Vice-Chancellor, being ex-officio President of Panjab University Alumni Association and vide appointment letter dated 13.04.2015,he was informed about the duties which he was required to perform. It is submitted that several notices / memos were issued to the workman regarding his work & conduct by the former and present Dean Alumni Relations. On 03.06.2016, a memo was issued to the workman regarding his failure to perform his duties properly and it was mentioned in the said memo that many complaints regarding dusting, furnishing, maintenance of room and breakfast were received from the guests staying at Alumni Guest House and he was asked to give his explanation in writing. It is stated that he submitted his reply on 07.06.2016 and admitted his mistake and assured that he will improve his performance and in future there will be no complaint against him. On 03.04.2017 and 14.12.2021, memos were again issued to him and on 18.01.2022, the meeting of the Committee constituted by the Vice-Chancellor was held and the Committee unanimously decided that his work & conduct was not satisfactory. It is stated that the workman was paid up to date salary and salary for the notice period. A prayer was made for dismissal of the claim statement.

6. The workman filed replication to the written statement filed by management No.1 & 2 wherein he reiterated his claim and denied the averments made in the written statement.

7. From the pleading of the parties, following issues were framed on 30.04.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and to what relief he is entitled to ? OPW

2. Relief.

8. Thereafter, both the parties were called upon to lead their respective evidence.

9. In evidence of the workman, the workman himself appeared as AW1 and he tendered his affidavit **Exhibit 'AW1/A'.** He also tendered into evidence copies of documents -

Appointment letter dated 13.04.2015 issued by Department of Alumni Relations, Panjab University	**Exhibit 'W1'**
Certificate of appreciation issued in his favour by Panjab University Alumni Association (PUAA)	**Exhibit 'W2'**
Certificate bearing Ref. No. DAR/4785 dated 07.03.2018 issued by Department of Alumni Relations, Panjab University	**Exhibit 'W3'**

Thereafter Learned Representative for the workman closed the evidence in affirmative.

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10. In evidence of the respondents, Mamta Gurung - Housekeeper, Dean Alumni Relations Office, Panjab University, Chandigarh appeared as MW1 and tendered her affidavit **Exhibit 'MW1/A'.** She also tendered into evidence copies of documents -

Constitution of PU Alumni Association	**Exhibit 'MW1/1'**
Notice dated 20.03.2015 issued by the Prof. Anil Monga, Dean Alumni Relations regarding post of Caretaker	**Exhibit 'MW1/2'**
Minutes of selection committee dated 06.04.2015 approved by the Vice Chancellor, President, PUAA	**Exhibit 'MW1/3'**
Appointment letter bearing Ref. No.DAR/2137 dated 13.04.2015 issued to the workman	**Exhibit 'MW1/4'**
Memo bearing No.DAR/3450-3452 dated 03.06.2016 issued to the workman by DAR Office	**Exhibit 'MW1/5'**
Reply dated 07.06.2016 filed by the workman to the memo dated 03.06.2016	**Exhibit 'MW1/6'**
Memo dated nil issued to the workman bearing date of receipt 03.04.2017 DAR Office	**Exhibit 'MW1/7'**
Memo bearing No.DAR/4831-32 dated 11.04.2018 issued to the workman by DAR Office	**Exhibit 'MW1/8'**
Request letter for re-appointment moved by the workman	**Exhibit 'MW1/9'**
Extension letter bearing Ref. No.D-DAR/141 dated 12.07.2021 issued by The Dean, Deptt. Of Alumni Relations	**Exhibit 'MW1/10'**
Memo dated 14.12.2021 issued by Prof. Anupam Sharma	**Exhibit 'MW1/11'**
Minutes of meeting held on 18.01.2022	**Exhibit 'MW1/12**
Authority letter dated 21.03.2025 issued in her favour by Dean Alumni Relations	**Exhibit 'MW1/13'**

11. Nitin Sharma - Senior Assistant, Dean Alumni Relations Office, Punjab University, Chandigarh appeared as MW2 and tendered into evidence his affidavit Exhibit **'MW2/A'.** He also tendered into evidence copies of documents -

Constitution of PU Alumni Association	**Exhibit 'MW2/1'**
Notice dated 20.03.2015 issued by the Prof. Anil Monga, Dean Alumni Relations regarding post of Caretaker	**Exhibit 'MW2/2'**
Minutes of selection committee dated 06.04.2015 approved by the Vice Chancellor, President, PUAA	**Exhibit 'MW2/3'**
Appointment letter bearing Ref. No.DAR/2137 dated 13.04.2015 issued to the workman	**Exhibit 'MW2/4'**

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Memo bearing No. DAR/3450-3452 dated 03.06.2016 issued to the workman by DAR Office	**Exhibit 'MW2/5'**
Reply dated 07.06.2016 filed by the workman to the memo dated 03.06.2016	**Exhibit 'MW2/6'**
Memo dated nil issued to the workman bearing date of receipt 03.04.2017 DAR Office	**Exhibit 'MW2/7'**
Memo bearing No.DAR/4831-32 dated 11.04.2018 issued to the workman by DAR Office	**Exhibit 'MW2/8'**
Request letter for re-appointment moved by the workman	**Exhibit 'MW2/9'**
Extension letter bearing Ref. No.D-DAR/141 dated 12.07.2021 issued by The Dean, Deptt. Of Alumni Relations	**Exhibit 'MW2/10'**
Memo dated 14.12.2021 issued by Prof. Anupam Sharma	**Exhibit 'MW2/11'**
Minutes of meeting held on 18.01.2022	**Exhibit 'MW2/12'**
Authority letter dated 21.03.2025 issued in my favour by Dean Alumni Relations	**Exhibit 'MW2/13'**

Thereafter, the Learned Representative for the respondent-management No.1 & 2 closed the evidence on behalf of the respondents.

12. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1-

13. The workman is required to prove the said issue.

14. Learned Representative for the workman submitted that the workman has rendered approximately seven years of continuous service to the respondents and the respondents have terminated his services without any rhyme & reasons. He submittedthat the respondents intentionally showed one day break in service of the workman in order to keep him away from the legal rights of the regular employee status. The workman has completed more than 240 days of continuous service immediately preceding his date of his termination and as such, he is entitled to reinstatement in service with continuity of service and full back wages and other consequential benefits.

15. On the other hand, Learned Representative for the respondents submitted that the claim statement is bad for mis-joinder of parties. Respondent No.1 - Panjab University has no concern with the respondent No.2. He argued that respondent No.2 has been created for the welfare of the alumni of Panjab University and the Constitution of Panjab University Alumni Association, Chandigarh makes it clear that the aims &object of the said Association is to foster the spirit of brotherhood and comradeship amongst the alumni of the University and to look after their interests. He argued that the work & conduct of the workman was not satisfactory and he was issued memos in that regard and therefore, he is not entitled for any relief.

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16. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

17. AW1 Shyam Bahadur vide his affidavit Exhibit 'AW1/A' deposed that he was appointed as a Care Taker on 06.04.2015 and the appointment letter dated 13.04.2015 / Exhibit 'W1' was issued by the respondent No.2. He was drawing wages of ` 15,003/- (DC Rates) and he worked continuously from 15.04.2015 to 04.01.2022 without any break or interruption. He deposed that his work & conduct was satisfactory and he was working under the control & supervision of respondent No.1 & 2. He has placed on record the copyof certificate of appreciation / Exhibit 'W2' in that regard.

18. The workman deposed that he reported for duty but the respondent refused to allow him to enter the premises. Despite repeated requests,he was not allowed to join his duty. He deposed that he was appointed vide appointment letter (Exhibit 'W1') wherein it was mentioned that after each 89 days of service,one day break would be given to him. He deposed that the respondents have intentionally shown one day break in his service to deny him the status of regular employee and salary scale of respondent-University, which is an unfair labour practice on their part as his job was permanent in nature. He deposed that the workman was not given an opportunity of being heard and as such, respondent-University has violated the principles of natural justice. He stated that he was unemployed after the termination and facing all difficulties of unemployed person including starvation. He was never offered any notice pay and compensation and refusal of work is illegal by all means and also in violation of Section 25F of theID Act. He deposed that junior workmen are still retained in service by the respondents and there is serious violation of Section 25G & 25H besides other provisions of the ID Act.

19. On the other hand, Mamta Gurung - Housekeeper appeared as MW1 and vide her affidavit Exhibit 'MW1/A' deposed that the Panjab University Alumni Association is registeredunder the Societies Registration Act and it has been created for the welfare of the alumni of Panjab University as is crystal clear from the Constitution of Panjab University Alumni Association / Exhibit 'MW1/1'. She deposed that the workman was selected as a "Care Taker" by the Association and he does not qualify to be termed as 'workman' under the ID Act. The respondent No.2 meet its expenses from its own self-generated funds and therefore, the respondent No.2 can never be termed as 'industry'. She deposed that the workman was appointed on contract basis for 89 days as a Care Taker on fixed wages of ` 8,587/- (DC Rates) after an interview was conducted by the Selection Committee on 06.04.2015. The term of the workman was extended from time to time for a period of 89 days as per the need and satisfactory conduct certified by the Controlling Officer. She deposed that before he was relieved, he was drawing fixed emoluments of ` 15,003/- per month (DC Rates) and he was working under the direct control of respondent No. 2. She has placed on record notice dated 20.03.2015 for the post of Care Taker / Exhibit 'MW1/2', the minutes of Selection Committee dated 06.04.2015approved by Vice Chancellor, President, Panjab University Alumni Association / Exhibit 'MW1/3' and appointment letter issued to the workman Exhibit 'MW1/4'. MW1 further deposed that she was working as Housekeeper since 01.10.2019 and performing the duties of Supervisor of the Care Taker. She stated that work & conduct of the workman was not satisfactory and she reported to the Dean Alumni through Shri Nitin Sharma - Senior Assistant to whomshe was duty bound to inform. Several notices / memos were issued to the workman regarding his work & conduct by the former and present Dean Alumni Relations and on 03.06.2016, memo was issued to the workman regarding his failure to perform his duties / Exhibit 'MW1/5'. The workman filed reply to the said memo / Exhibit 'MW1/6' and thereafter on 03.04.2017, a memo was again issued to the

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workman / Exhibit 'MW1/7'. She deposed that on 11.04.2018, an advisory-cum-warning was issued by the Alumni Association / Exhibit 'MW1/8' and on request of the workman he was given extension for another 89 days w.e.f. 15.05.2018. She placed on record the request letter for re-appointment / Exhibit 'MW1/9'. She further stated that the extension letter dated 12.07.2021 / Exhibit 'MW1/10' was issued by the Dean, Department of Alumni Relation and on 14.12.2021 another memo was again issued to him by Supervisor / Exhibit 'MW1/11' and the Committee in its meeting dated 18.01.2022 unanimously decided that his work & conduct was not satisfactory and she placed on record copy of minutes of meeting held on 18.01.2022 / Exhibit 'MW1/12'.

20. MW2 Nitin Sharma vide his affidavit Exhibit 'MW2/A' also corroborated the statement of MW1 in his examination-in-chief. He deposed that work & conduct of workman was not satisfactory. He was paid up to date salary as well as salary for the notice period.

21. It transpires from the record that applications were invited for the post of "Care Taker" for the Alumni Guest House vide notice dated 20.03.2015 / Exhibit 'MW1/2' and meeting of the Selection Committee held on 6th April, 2015 recommended the name of workman for appointment of Care Taker vide Exhibit 'MW1/3' and the workman was issued the appointment letter dated 13.04.2015 / Exhibit 'MW1/4' regarding his selection as 'Care Taker' on contract basis with one day break after each 89 days. The responsibilities of the Care Taker were mentioned in the appointment letter Exhibit 'MW1/4'. Hence, the appointment of the workman as "Care Taker" has not been denied or disputed by the respondents.

22. Learned Representative for the respondents submitted that respondent No.2 is registered under the Societies Registration Act and created for welfare of the alumni of the Panjab University and the Association is not engaged in any profit earning activities and therefore cannot be termed as 'industry' under Section 2(j) of the ID Act. He drew the attention of the Court towards the Constitution of Panjab University Alumni Association, Chandigarh / Exhibit 'MW1/1'. The said Constitution embodies the aims & objects of the said Alumni Association. The Learned Representative for the workman however, denied the same and submitted that the appointment letter was issued to the workman by the respondent No.2 and hence, a relationship of employer &employee existed between them. He submitted that the workman was working in the Alumni Guest House and the services provided by him were aimed at satisfying wishes of the section of society.

23. Section 2(j) of the ID Act defines 'industry' as any business, trade, undertaking, manufacture or calling of employers and includes any calling,services, employment, handicraft, or industrial occupation or vocation of the workmen. ***The Bangalore Water Supply &Sewerage Board Versus R. Rajappa, 1978 AIR SC 548*** explained **'industry'** under the ID Act and Court established the **"triple test"** to determine if an organization including statutory bodies was an Industry. The triple test must involve a systematic activity, cooperative relationship of employers and employee and production / distribution of goods and services to meet human needs.

24. In case in hand, MW1 deposed that 16 persons were working in the Alumni House and Alumni House was booked for marriage functions and parties and got the necessary charges in lieu of functions which was a source of income of the Alumni House. MW2 during his cross-examination also stated that income of the Alumni House was received under the Head of Booking of Guest House and total 15 employees were working in the Alumni House. He categorically stated that the post of "Care Taker" still existed in the Alumni House since the year 2015. He further stated during his cross-examination that the workman was required to perform the duties i.e. maintenance, security, hospitality and taking care of the guests in the Alumni House.

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25. It transpires from the record that the Vice-Chancellor of the Panjab University is the Ex-Officio President of the said Alumni Association. The testimony of the witnesses produced by the respondent-management make it clear that respondent-management No.2 fulfil the requisite ingredients of 'Triple Test' as laid in *"Bangalore Water Supply & Sewerage Board"case (supra).* Learned Representative for the respondent-management No.1 & 2 failed to satisfy the Court as to how respondent No.2 does not fall within the purview of 'Industry' as defined under Section 2(j) of the ID Act.

26. Learned Representative for respondent-management No.1 & 2 submitted that respondent-management No.1 has nothing to do with the Alumni Association. However, no cogent evidence has been led by the respondent-management No.1 to the said effect. The appointment letter Exhibit 'W1' issued to the workman bears the logo of Panjab University. The Vice-Chancellor is the Ex-Officio President of the Alumni Association. Therefore, the plea of Learned Representative for respondent-management No.1 & 2 does not carry any merit.

27. It is the contention of Learned Representative for respondent-management No.1 & 2 that the workman was appointed as "Care Taker" on contract basis and hence, he does not fall within the ambit of 'workman' under the ID Act.

28. The workman is defined under Section 2(s) of the ID Act as including any person employed in industry to do manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. There is nothing on record to show that the workman was performing managerial or administrative functions so as to exclude him from the definition of 'workman'.

29. As per record, admittedly the workman was issued the appointment letter on 13.04.2015 and he had been working till 04.01.2022. MW1 deposed that the workman was required to perform duties as mentioned in the appointment letter. Learned Representative for the workman submitted that the workman was not allowed to perform his duties after 04.01.2022 despite his request. He submitted that the workman was appointed on contract basis for 89 days and thereafter he was given extensions from time to time. The appointment letter Exhibit 'W1' itself mentions that the workman was appointed as Care Taker on contract basis after one day break after each 89 days. His term was extended subsequently from time to time for 89 days as is crystal clear from the request letter for re-appointment Exhibit 'MW1/9' & 'MW1/10'.

30. Learned Representative for the workman submitted that the workman has worked continuously for seven years with the respondents and one day break was given intentionally by the respondent-management to keep him away from the status of regular employee. He argued that the practice adopted by the respondentsamounts to unfair labour practice.

Reliance is placed upon the authority of the Hon'ble High Court in ***President, Zila Parishad, Panipat Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat 2001(1) SCT 666***wherein the Hon'ble High Court held that repeated re-appointment for 89 days after 2-3 breaks again & again was an unfair labour practice.

31. The Learned Representative for the respondents submitted that the work & conduct of the workman was not satisfactory and he was issued memos regarding his unsatisfactory work. He was also issued warning and he did not improve and consequently the Committee decided not to give him any further

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extensions. The workman during his cross-examination admitted that he was issued memos. However, Learned Representative for the workman submitted that no domestic inquiry was conducted before he was relieved from his duties. MW2 admitted that the workman was not present during the minutes of meeting held on 18.01.2022. The workman was not aware about the time and agenda of the meeting and the Exhibit 'MW2/12' does not mention the word 'domestic inquiry'. He admitted that after termination of services of the workman Ms. Gurmeet Kaur was appointed in his place and post of Care Taker is still existing. He admitted that the workman was never paid any retrenchment compensation and notice pay. He was never offered any re-employment by the management. As per record, the workman was in service on contract basis for seven years with notional breaks. The management vide its meeting 18.01.2022 decided not to give any extension to the workman on the ground that his work & conduct was non-satisfactory and not up to the mark despite being warned several times. The workman was not given any opportunity of being heard as no domestic / departmental inquiry was ever conducted and as such, there is violation of principles of natural justice. Admittedly, no notice pay or compensation has been paid to him. As per testimony of the workman, he is still unemployed and the respondent-management has failed to rebut the said fact. No evidence has been led by the management to the effect that the workman is gainfully employed. As such, the respondent-management has violated the provisions of the Section 25F & 25H of the ID Act. Consequently, the termination of the workman is illegal. Accordingly, workman is entitled to reinstatement with continuity of service and 25% back wages. Accordingly, the said issue stands decided in favour of the workman and against the respondent-management.

Relief -

32. In view of the aforesaid findings, the industrial dispute in hand stands allowed. The workman is held entitled to reinstatement with continuity of service and 25% back wages. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay 6interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till the date of actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the records.

(Sd.) . . .,

Dated : The 29th August, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559306-HII(2)-2025/17369.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **78/2023 dated 28.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

TARSEM LAL S/O BHAGAT RAM R/O VILLAGE KHADRI, TEHSIL KHARAR, DISTRICT SAS NAGAR, MOHALI. (WORKMAN)

AND

1. PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH THROUGH ITS VICE CHANCELLOR.

2. REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Tarsem Lal has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the applicant-workman was appointed as Mali on temporary / contract / adhoc basis on 20.09.1998 by Panjab University for a fixed period of three months and thereafter he was given sanction letters / extensions after every three months. His services were terminated on 19.05.2003 without any reason. Juniors to him are still working and the same is clear violation of the ID Act as well as the principles of natural justice. It is submitted that applicant along with other persons approached the Hon'ble High Court by way of CWP No.3343 of 2003 titled as "Mohan Lal Versus Panjab University & Other" wherein notice of motion was issued and notice regarding stay was also issued. The respondents on coming to know about the said writ petition dismissed the applicant from the services and has not reinstated him despite assurance given by the office. No show cause notice was ever issued to the applicant. After his illegal termination, the University employed another set of temporary / adhoc employees in his place. Further, the applicant is facing great financial hardship due his illegal termination. The applicant along with other similarly situated persons approached the Hon'ble High Court for regularisation of his services vide CWPs No.266 & 8388 of 2003. The aforesaid CWPs were disposed off vide common order dated 02.08.2004 whereby the Hon'ble High Court directed that the respondents shall formulate a regularisation policy of the employees who were employed either on adhoc / contract basis for long period of time after taking into consideration similar policies which have already been framed by the State of Punjab and Haryana and shall consider the cases of the petitioners in accordance, within the period of six month from the date of order. The respondents were directed to remove the petitioners from service only to make a way for other contractual / adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents were granted liberty to dispense with the services of the petitioners either under the ID Act or after following due procedure in case of misconduct. The Panjab University challenged the order dated 02.08.2004 by way of filing of SLP. The leave was granted on 24.07.2009 in SLP and Civil Appeal was dismissed by the Hon'ble Supreme Court on 14.05.2015 for non-prosecution.

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3. The applicant submitted that the services of the applicant were not regularised and the applicant filed CWP No.7851 of 2016 which was dismissed on 15.11.2016 holding that there was delay and latches. Thereafter, the applicant filed the LPA No.924 of 2017 against the order dated 15.11.2016 and the same was withdrawn with a liberty to file Contempt of Court proceedings and other proceedings for implementation of order dated 02.08.2004 passed in CWP No.388 of 2003 titled "Om Wati& Others Versus Panjab University & Others".

4. The applicant filed COCP No.2201 of 2017 and No.2202 of 2017and the Vice Chancellor, Panjab University placed on record an affidavit to the effect that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' & 'C' employees and thereafter again on 18.07.2014, policy of the class employees was framed. The COCP was rendered infructuous, however, liberty was granted to avail the alternative remedy.

5. The applicant submitted that his services were terminated on 02.09.2015. It is submitted that the applicant filed demand notice on 28.06.2023 before the Assistant Labour Commissioner-cum-Conciliation Officer but no amicable settlement was possible and the demand notice remained unsettled. It is stated that the applicant had worked with respondents for more than 240 days in a calendar year and his services were illegally terminated without any notice, charge sheet and compensation as well as without compliance of Section 25F of the ID Act. It is stated that he is not gainfully employed anywhere. It is prayed that the applicant may be reinstated alongwith back wages and the order of termination may be set aside being illegal, arbitrary and against the principles of natural justice.

6. The respondent No.1 & 2 filed reply to the claim statement submitting that Class 'C' workers engaged on daily wage basis approached the Hon'ble High Court of Punjab & Haryana by filing COCP No.3343 of 2003, 8388 of 2003 and 10858 of 2003 respectively, jointly-individually for regularisation of their services as they have put their services on contract basis for more than three to five years at that time. The Hon'ble High Court vide order dated 02.08.2004 disposed off the said writ petitions by passing following orders :-

> *"....That the respondents shall formulate a regularization policy of the employees who have been employed either on adhoc/contract basis for a long period of time after taking into consideration similar policies which have been framed by the State of Punjab & Haryana and shall consider the cases of the petitioners in accordance with the same within a period of six months from today. The respondents are directed not to remove the petitioners from the service to make way for other contractual/adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents are, however at liberty to dispense with the service of the petitioners either under the Industrial Disputes Act 1947 or after following due procedure in case of misconduct."*

Thereafter, the University filed SLP No.26150-26162 in the Hon'ble Supreme Court against the decision of the Hon'ble High Court of Punjab & Haryana in the matter of making policy for regularisation and on 05.01.2005 the Hon'ble Supreme Court issued notice and ordered interim stay. Thereafter, on 24.07.2009 the Hon'ble Supreme Court granted leave and ordered that in the meantime, interim order to continue till further orders. It is submitted that Senate of the Panjab University on the recommendation of the Board of Finance and Syndicate, at its meeting held on 26.03.2006 vide para 6, approved the policy for regularisation of daily wage workers i.e. employees who were working on temporary / daily wage / contract basis in the Panjab University and in that regard, circular was issued vide No.5610-5657/Estt. Dated 19.04.2006. One Mrs. Gayatri Thakur D/o Sh. Narpal Singh Thakur and another Mrs. Nirmla Devi D/o Sh. Roshan Lal had filed a CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana against Panjab University and the

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Hon'ble High Court issued notice of motion for 28.09.2006 and stayed the operation of circular dated 19.04.2006. The University filed CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana wherein following interim order was passed :-

> *"Learned counsel for the petitioners submits that the policy dated 19.04.2001 framed by the University for regularization of the employees who were working on temporary/daily wage/contract basis with the respondent University is ultra virus of Articles 14/16 of the constitution of India. In support of his submission, the learned counsel relies on the judgments of the Supreme Court in the case of Secretary, State of Karnataka & others versus Uma Devi & Others, JT 2006(4) SC 420.*
>
> *Notice of motion for 28.09.2006 Operation of the circular dated 19.04.2006 (Annexure P-5) is stayed."*

On the recommendations of the Committee and approved by the Vice-Chancellor, the posts of Class 'B' & 'C' were advertised vide Advt. No.14/2008 and some DW-Employees of Class 'C' were selected as Peon, Helper, Mali, Cleaner in Panjab University after following proper procedure as Advt. No.14/2008. The University in the light of Para 53 of decision of the Hon'ble Supreme Court in the case ***State of Karnataka Versus Uma Devi, 2006(4) SCC 1*** regularised the services of employees against the sanctioned / budgetary posts as approved by the Syndicate in its meeting held on 05.03.2011 on the conditions that -

(1) i) Those temporary employees who have -

Either completed 10 years or more of service prior to going to the Court.

OR

Not gone to the Court and above have completed 10 years or more of service on or before 31.12.2010, subject to submission of an affidavit that they have not gone to Court at any stage and their services of more than 10 years is without the intervention of Court.

ii) In counting 10 years of services, there are no breaks in service other than mandatory breaks or inevitable breaks/notional breaks.

(2) the Class 'C' employees working on temporary / daily wage / contract basis in the Panjab University, who also fulfilled the above (i) and (ii) conditions, but have not been include in this list, be also considered for appointment.

7. It is submitted that the University has framed the policy in the year 2011 for regularisation of Class 'B' & 'C' DW employees which was circulated vide No.5021-5170/Estt. Dated 14.03.2011 and the Syndicate in its meeting held on 18.05.2014 has approved the recommendations of the Committee. In order to calculate the number of days the Registrar has approved that -

(i) 3650 days service on or before 31.12.2010 whatever may be the gap period in service in a year. But, if the gap period is of a year or more, that period is not to be taken into consideration for counting 3650 days.

(ii) While computing 240 days in a calendar year for consecutive 10 years non-working days such as Sundays and holidays etc. are to be counted towards, a total of 240 days. For

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example: a candidate who was worked for 24 days in a month and availed Sunday/ holidays etc. is to be considered worked for 30 / 31 days.

In pursuance to the circular No.14881-15091/Estt. Dated 18.07.2014, the DW workers working in Panjab University submitted their claim in the prescribed performa and number of DW employees whose services had been regularised. The respondent University had sent the requisite letter vide No.16476-80/Estt. Dated 29.07.2015 to all the applicants for regularisation of their services and the number of days submitted by the applicants were duly verified by the Concerned Head of the Department.The case of the workman was considered for regularisation but he could not stand eligible for regularisation. It is submitted that the case of the workman was not covered under the policy formed by the Panjab University for regularisation of the DW employees. The University had adopted the proper procedure to disengage him as per the directions of the Hon'ble High Court vide order dated 02.08.2004 as well as under the ID Act. The workman was given payment vide cheque No.258480 dated 01.06.2005 for ` 24,235/- on account of salary and retrenchment compensation, as per Section 25B & 25F of the ID Act. Denying the remaining averments, a prayer was made for dismissal of the claim statement.

8. The applicant-workman filed replication to the written statement wherein he denied averments of written statement and further submitted that after 24.05.2005, the University did not allow the applicant-workman to do his work so that the applicant did not full the requirement of the policy. Tenure of the applicant-workman was typed incorrectly as 20.09.1998 to 19.05.2003 instead of 20.09.1998 to 24.05.2005.It is reiterated that the services of the applicant-workman were forcibly terminated by the management without conducting any inquiry and termination notice.

9. From the pleadings of the parties, following issues were framed vide order dated 18.09.2024 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

10. Thereafter, both the parties were called upon to lead their respective evidence.

11. In evidence of the workman, the applicant-workman himself appeared as AW1 and tendered his affidavit **Exhibit 'AW1/A'.** He also tendered into evidence copies of documents -

Order dated 02.08.2004 passed by Hon'ble High Court in CWP No.8388 of 2003	**Exhibit 'W1'**
Order dated 14.05.2015 passed by Hon'ble Supreme Court of India in Civil Appeal No.4833-4845 of 2009	**Exhibit 'W2'**
Order dated 30.05.2017 passed by Hon'ble High Court in LPA No.924 of 2017	**Exhibit 'W3'**
Order dated 01.03.2023 passed by Hon'ble High Court in COCP-2200-2017	**Exhibit 'W4'**
Letter bearing Endst No.16476-80 dated 29.07.2015 issued by Assistant Registrar, Panjab University to workman	**Exhibit 'W5'**

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Application form dated 03.05.2006 and 22.10.2008 for the post of Mali	**Exhibit 'W6' & Exhibit 'W6/1'**
Office order bearing Endst. No.2728-2747/Estt. dated 15.03.2024 of Panjab University, Chandigarh	**Exhibit 'W7'**
Office order bearing Endst. No.9209-9289/Estt. dated 21.08.2024 of Panjab University, Chandigarh	**Exhibit 'W8'**
Application dated Nil addressed from workman Tarsem Lal to Vice Chancellor, Panjab University, Chandigarh wherein he requested to mark his presence w.e.f. 01.06.2005	**Exhibit 'W9'**

Thereafter, Learned Representative for the applicant-workman closed the evidence on behalf of the workman in affirmative.

12. In evidence of the management, Ravi Kumar - Senior Assistant, Department of Botany, Panjab University, Chandigarh appeared as MW1 and tendered his affidavit Exhibit **'MW1/A'** along with documents -

Copy of detailed instruction for Class 'B' & Class 'C' Posts advertised vide Advertisement No.14/2008	**Exhibit 'M1' (Colly.)**
Copy of call letter dated 30.06.2011 along with notice and list of candidates	**Exhibit 'M2'**
Copy of mark list of the candidates appearing for the practical test	**Exhibit 'M3'**
Authority letter dated 21.03.2025 issued in his favour by Chairperson, Botany Department	**Exhibit 'M4'**

Thereafter, the Learned Representative for the management No.1 & 2 closed the evidence on behalf of the management.

13. I have heard the arguments of Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

ISSUE NO. 1 -

14. The workman is required to prove the said issue.

15. Learned Representative for the workman submitted that the workman was appointed by the respondent-management as Mali in the year 1998for a fixed tenure of three months and thereafter he was given extensions every three months and his services were terminated illegally by the respondent-management in the year 2005 without any reason. He submitted that juniors to the workman are still in employment of the management. The respondent-University did not allow the workman to do his duty after 24.05.2005. He argued that the services of the workman were terminated forcibly by the respondent-University without any inquiry and termination notice.

16. On the other hand, Learned Representative for the respondent-management submitted that the applicant-workman was appointed against leave vacancy. The services of the workman were dispensed with

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w.e.f. 24.05.2005 vide letter No.960/Bot. dated 31.05.2005 and he was paid ` 24,235/-dated 01.06.2005 (cheque No.258480) in lieu of retrenchment compensation.His services were never terminated by the respondent-University. The University had framed the policy of regularisation and regular posts were advertised and the selected persons were allowed to join. The workman was also given a chance to participate in the selection process in an unbiased manner.

17. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

18. The workman Tarsem Lal himself appeared as AW1 and vide his affidavit Exhibit 'AW1/A' deposed in consonance with the facts detailed in the statement of claim. He deposed that he was appointed as Mali on temporary / contract / adhoc basis on 20.09.1998 by Panjab University for a fixed period of three months. Thereafter, he was given extensions after every three months. He deposed that his services were neither terminated nor he was allowed to do his work and his juniors are still working. Further, the reasons for not allowing him to work / termination remained unknown to him. He deposed that he approached the Hon'ble High Court along with other similarly situated persons by way of CWP No.266 and 8388 of 2003 and the same was disposed off vide order dated 02.08.2004. The said order was challenged by the Panjab University but the Appeal was dismissed by the Hon'ble Apex Court for non-prosecution on 14.05.2015. He deposed that the CWP No.7851 of 2016 was also filed to regularise the services and the same was dismissed by the Single Bench on 15.11.2016 holding that there was delay & latches and thereafter LPA No.924 of 2017 against order dated 15.11.2016 was filed and the same was dismissed as withdrawn with liberty to file contempt proceedings and other proceedings to implement the order dated 02.08.2004 passed in CWP No.388 of 2003 "Om Wati & Others Versus Panjab University & Others". He deposed that the COCP No.2201 & 2202 of 2017 was filed but the Vice-Chancellor placed on record the affidavit that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' & 'C' employees and thereafter, again on 18.07.2014 policy of Class Employees was framed. He deposed that COCP was rendered infructuous and the liberty was granted to avail the alternative remedy in accordance with law. He submitted that on 28.06.2023, he filed the demand notice before the Assistant Labour Commissioner but no settlement was arrived at. He worked with the management for more than 240 days in a calendar year for the purpose of the ID Act. His services were terminated without any notice, charge sheet and payment of retrenchment compensation. The respondent-University acted in violation of Section 25F of the ID Act. He further stated that he is not gainfully employed and he had worked in the University from 20.09.1998 to 24.05.2005.

19. On the other hand, MW1 Ravi Kumar - Senior Assistant deposed that as per record, the workman had joined the Department of Botany against leave vacancy on 29.09.1998 and he worked continuously up to 23.05.2005. The services of the workman were dispensed with w.e.f. 24.05.2005 vide letter No.960/Bot. dated 31.05.2005 and he was paid ` 24,235/- vide cheque No.258480 dated 01.06.2005 in lieu of retrenchment compensation. The Panjab University has advertised 44 posts of Malies vide advertisement No.14/2008 and the workman applied against the said advertisement and he was called to appear for practical test against serial No.765 and he appeared and scored 30 marks. He was also called for interview and he appeared before the Selection Committee and scored 40 marks in final merit list. The workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. dated 29.07.2015. The workman filed his claim. He had worked for 1237 days in total. The total numbers of days required as per policy was 3650 days on or before 31.12.2010 in the consecutive 10 years. He neither qualified as per Panjab University Regularisation Policy for regularisation nor cleared interview against advertisement No.14/2008 for appointment against the post of Mali.

20. Admittedly, the workman was appointed as Mali by the Panjab University on temporary / contract / adhoc basis. He was appointed against leave vacancy. The applicant-workman has submitted that he was appointed on 20.09.1998.The applicant-workman during his cross-examination stated that he

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joined in the month of September, 1998 and he was engaged against leave vacancy. MW1 in his examination-in-chief testified that the workman joined the Department of Botany against leave vacancy on 29.09.1998. As per record, the workman moved an application seeking production of documents and the management filed copies of documents as detailed in the index. The management produced on record the attendance register for the period September, 1998 to 23.05.2005. As per attendance register for the month of September, 1998 (Exhibit 'M6'), the attendance of the workman w.e.f. 29.09.1998 establishes that he joined the respondent-University on 29.09.1998.

21. It is the case of the workman that he had worked with the respondent-University till 24.05.2005. The Learned Representative for the workman submitted that the respondent-University did not allow the workman to do his duty after 24.05.2005. MW1 during his cross-examination stated that the department of Botany had issued termination letter to the workman bearing signatures of the Dean University Exhibit 'M7' mentioning the date of dispensing the services of the workman w.e.f. 24.05.2005.

22. Learned Representative for the workman submitted that the workman had worked with the respondent-management for more than 240 days in a calendar year. The respondent-management has placed on record the attendance register for the month of September, 1998 to 23.05.2005 (Exhibit 'M6'). MW1 admitted that the workman had not taken any leave on any working day other than Sunday. Admittedly, the workman had remained in service of the respondent-University till 23.05.2005 and the testimony of MW1 clearly establishes that the workman has been in continuous service preceding his date of relieving i.e. 24.05.2005.

23. Learned Representative for the respondent-management submitted that the Panjab University has advertised 44 post of Malies vide advertisement No.14/2008 and the workman applied for the said post. He submitted that the detailed instructions for Class 'B' & 'C' posts advertised vide advertisement No.14/2008 is Exhibit 'M1'. The workman has himself tendered in evidence the application forms dated 03.05.2006 and 22.10.2008 for the post of Mali / Exhibit 'W6' / Exhibit 'W6/1'. The workman in the application form Exhibit 'W6' mentioned that he joined the Panjab University in Botany Departmentin September, 1998 and he worked up to May, 2005 on the post of Mali on contract basis with the basic pay of ` 2,520/-. It is the case of the respondent-University that the workman had appeared for practical test against serial No.765 and had obtained 30 marks in practical (Exhibit 'M3'). The workman also appeared in interview and had obtained 40 Marks in total in final merit list. The aforesaid facts make crystal clear that the workman was given every opportunity to appear in the test for the post of Mali, which was advertised by the respondent-University. The workman participated in the selection process as is revealed from the documents Exhibit 'M3' but he was unable to make up in the final merit list.

24. It is the case of the respondent-university that the workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. Dated 29.07.2015 and the workman had filed his claim. Since he had worked for lesser days in total therefore, he did not qualify for regularisation as per approved policy, which required 3650 days on or before 31.12.2010 in the consecutive ten years. During the cross-examination, AW1 has himself admitted that he had worked for 1237 days only in Panjab University. As such, he failed to fall within the purview of regularisation policy.

25. Learned Representative for the workman submitted that the workman was not allowed to perform his duties after 24.05.2005. He was not issued any notice, charge sheet and no retrenchment compensation has been paid to him and as such, the respondent-University has failed to comply with Section 25F of the ID Act. On the other hand, Learned Representative for the management submitted that the workman was paid ` 24,235/- vide cheque No.258480 dated 01.06.2005 in lieu of retrenchment compensation.

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26. It is not disputed that the workman had worked with the respondent-University till May, 2005 and that too against leave vacancy. Further, at the same time respondent-University admitted that the workman was in continuous service as per the attendance register for the month of September, 1998 to 23.05.2005 (Exhibit 'M6'). The workman had worked with the management for more than 240 days in a calendar year immediately preceding the date of his relieving.

27. Section 25F of the ID Act embodies Conditions precedent to retrenchment of compensation to the effect that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month?s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice. Further the workman has been paid, at the time of retrenchment compensation, which shall be equivalent to fifteen days? average pay for every completed years of continuous service.

28. In case in hand, the workman was appointed against leave vacancy and thereafter he participated in the selection process against regular posts advertised by respondent-University. The respondent-University also considered his claim for regularisation but he did not qualify for regularisation as per approved policy and therefore, the workman cannot be granted the relief of reinstatement. However, at the same time he had worked for the respondent-University w.e.f. September, 1998 to23.05.2005. It is the case of the management that it has paid ` 24,235/- through cheque to the workman in lieu of retrenchment compensation. In replication to written statement, the workman submitted that the management has given the amount of ` 24,235/- towards the due salary being pending for the period July, 2004 till 24.05.2005 and there was no payment of retrenchment compensation. The workman has not led any evidence in support of his contention. No application / representation for release of due salary for the above period has been produced or proved by the workman. Since the workman has been paid retrenchment compensation while dispensing with his services, no violation of Section 25F of the ID Act has been made out.

29. In the light of discussion made above, the workman has failed to prove that his services were terminated illegally in violation of provisions of the ID Act. Hence, this issue stands decided against the workman and in favour of the management.

RELIEF-

30. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled to any relief as prayed for. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 28th August, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Secretary Labour,
Chandigarh Administration.

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BAR COUNCIL OF PUNJAB & HARYANA
LAW BHAWAN

The 10th November, 2025

NOTICE UNDER RULE 4 OF THE BAR COUNCIL OF INDIA, RULES

No. 5079/2025.—It is hereby notified that for the purpose of preparing the Preliminary and final Electoral Roll in accordance with Rules 2 & 3 contained in Chapter I, Part III of the Rules framed by Bar Council of India under Section 3(4),10-B,15(2)(a),49(1)(a) and (ab) of the Advocates Act,1961, for the next election of Members of this Council, the particulars as to any of the disqualifications as referred to in Clauses (a) to (i) of Rule 2, shall be furnished by an Advocate who has incurred any of such disqualification , to State Bar Council of Punjab and Haryana within 30 days from the date of publication of this Notice in the Official Gazette, in the prescribed form, given at the end of this Notice.

The said rule part III chapter 1(2) is reproduced below; -(Disqualification of a Voter)

The name of an advocate appearing in the State Roll shall not be on the Electoral Roll, if on information received or obtained by the State Bar Council concerned on the basis of which it is satisfied that; -

(a) his/her name has at any time been removed;

(b) he/she has been suspended from practice, provided that his/her disqualification shall operate only for a period of five years from the date of the expiry of the period of suspension;

(c) he/she is an undischarged insolvent;

(d) he/she has been found guilty of an election offence in regard to an election to the State Council by an election tribunal, provided however, that such disqualification shall not operate beyond the election next following after such finding has been made;

(e) he/she is convicted by a competent court for an offence involving moral turpitude, provided that this disqualification shall cease to have effect after a period of two years has elapsed since his/her release;

(f) he/she is in full-time service or is in such part-time business or other vocation not permitted in the case of practising advocates by the rules either of the State Council concerned or the Council;

(g) he/she has intimated voluntarily suspension of practice and has not given intimation of resumption of practice;

(h) xxx xxx xxx

(i) he/she has incurred any disqualification mentioned in the Act or the rules made there under.

Explanation;

If an advocate who has incurred any disqualification as referred to in rule 2 and does not furnish details about it as required in the notice under rule 4 of these rule within the time specified shall be deemed to have committed an Act of other misconduct as referred to in Section 35(I) of the Act.

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PRESCRIBED FORM

Number on the State Roll;- P/PH/ _____/_____

1. Name of the advocate as on the Roll;

(In block letters)

2. (a) Address of the Advocate;

(as on the State Roll)

(b) Present address;

Contact Number, if any email.

3.(a) Have you incurred any of the disqualifications as mentioned in rule 2 of Chapter I, Part III of the Rules of the Bar Council of India.

4. Are you a Member of any Bar Association.
(If so, give the name)

5. Where do you intend to cast your vote.

I, hereby declare and affirm that the foregoing statements are true to my knowledge and I have not concealed anything thereto.

Dated : Signature in full

Dated 10.11.2025
Place Chandigarh

(Sd.) . . .,

(JUSTICE JAISHREE THAKUR) Retd.
Judge, Punjab & Haryana High Court
Returning Officer
Bar Council of Punjab and Haryana
Chandigarh.

Important notice; Attention to clause "(i) of Rule (2)"
An advocate shall be disqualified who is non-practicing advocate by virtue of 13 and 20.2 of the Bar Council of India Certificate and Place of Practice (Verification) Rules, 2015."

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CHANGE OF NAME

I, Baljinder Singh S/o Sant Singh H. No. 1594, Sector 23-B, Chandigarh, have changed my minor son name from Amber to Gursher Singh.

[1887-1]

I, Abishek Kumar *alias* Abhishek Kumar *alias* Abishek Kumar Giri *alias* Abhishek Kumar Giri S/o Prithvi Raj Giri # 1216, 2nd Floor, Sector 19-B, Chandigarh, have changed my name to Abhishek Giri.

[1888-1]

I, Kanta Kumari W/o Madan Lal Dora R/o H. No. 2763/2, Sector 47-C, Chandigarh-160047, have changed my name to Kanta Rani Dora. All concerned please note.

[1889-1]

I, Sandeep S/o Satish Kumar R/o House No. 862, Sector 40-A, Chandigarh, have changed my name from Sandeep to Sandeep Khindria.

[1890-1]

I, Bahadur Singh *alias* Bahadar Singh S/o Sardara Singh R/o H. No. 1059, Roadways Co-op. H/B, Society 50-B, Chandigarh, have changed my name to Bahader Singh Legha.

[1891-1]

I, Kumari Nivedita Mishra W/o Vikas Kumar Pandey # 4917, 38 West Chandigarh, have changed my name to Nivedita Pandey.

[1892-1]

I, Anand Malik S/o Ram Rattan Malik R/o House No. 21A, Sector 42A, Chandigarh UT, have changed my minor daughter's name from Suhani to Suhani Anand Malik.

[1893-1]

I, Farjana Khan W/o Shahjad R/o House No. 606, Charan Singh Colony, Mauli Jagran Chandigarh, have changed my name from Farjana Khan to Shabnam.

[1894-1]

I, Faisal S/o Sh. Achen Beg R/o House No. 197/4, Village Maloya (UT) Chandigarh, have changed my name from Faisal to Faisal Beg.

[1895-1]

I, Abhishek Giri S/o Prithvi Raj Giri # 1216, 2nd Floor, Sector 19-B, Chandigarh, have changed my minor son name from Dakshesh to Dakshesh Goswami.

[1896-1]

eSa eukl dqekj iqkl Lo"kkfuoklh # 830-A, gkmfl a ckoZd dkWyksuh] / ukl] pMx<+-eSs vi uh ukckfyx iqkd kule ekgr lscnydj f'kolkakj[kfy;kgSA

[1897-1]

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